

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

REC'D TN
REGULATORY AUTH.

**IN RE: BELLSOUTH TARIFF TO OFFER CONTRACT SERVICE
ARRANGEMENT KY98-4958-00
DOCKET NO. 99-00244**

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OFFICE OF THE
EXECUTIVE SECRETARY

**BELLSOUTH TARIFF TO OFFER CONTRACT SERVICE ARRANGEMENT
TN-98-2766-00
DOCKET NO. 99-00210**

**FIRST DATA REQUESTS OF NEXTLINK TENNESSEE, INC. AND SOUTHEASTERN
COMPETITIVE CARRIERS ASSOCIATION TO BELLSOUTH
TELECOMMUNICATIONS INC.**

The Southeastern Competitive Carriers Association ("SECCA") and NEXTLINK Tennessee, Inc. hereby request BellSouth Telecommunications, Inc.'s ("BellSouth") to provide answers and furnish documents in response to the following data requests.

DEFINITIONS

1. The term "document" shall have the broadest possible meaning under applicable law. "Document" means every writing or record of every type and description that is in the possession, custody or control of BellSouth, including but not limited to correspondence, memoranda, work papers, summaries, stenographic or handwritten notes, studies, publications, books, pamphlets, reports, surveys, minutes or statistical compilations, computer and other electronic records or tapes or printouts, including but not limited to electronic mail files; and copies of such writings or records containing any commentary or notation whatsoever that does not appear in the original. The term "document" further includes, by way of illustration and not limitation, memoranda, correspondence, schedules, progress schedules, time logs, drawings, computer disks, charts, projections, time tables, summaries of other documents, minutes,

surveys, work sheets, drawings, comparisons, evaluations, laboratory and testing reports, telephone call records, personal diaries, calendars, personal notebooks, personal reading files, transcripts, witness statements and indices.

2. The term "refer or relate to" means consisting of, containing, mentioning, suggesting, reflecting, concerning, regarding, summarizing, analyzing, discussing, involving, dealing with, emanating from, directed at, pertaining to in any way, or in any way logically or factually connected or associated with the matter discussed.

3. The term "communication" means any oral, graphic, demonstrative, telephonic, verbal, electronic, written or other conveyance of information, including but not limited to conversations, telecommunications, and documents.

INSTRUCTIONS

1. If any response required by way of answer to these data requests is considered to contain confidential or protected information, please furnish this information subject to the Protective Order entered by the Tennessee Regulatory Authority ("Authority") in this docket.

2. If any response required by way of answer to these data requests is withheld under a claim of privilege, please identify the privilege asserted and describe the basis for such assertion. If any document is withheld under a claim of privilege, furnish a list of each document for which the privilege is claimed, reflecting the name and address of the person who was sent a copy of the document, each person who has viewed or has had custody of a copy of the document, and a statement of the basis on which the privilege is claimed.

3. These data requests are to be answered with reference to all information in your possession, custody or control or reasonably available to you. These data requests are

intended to include requests for information which is physically within BellSouth's possession, custody or control as well as in the possession, custody or control of BellSouth's agents, attorneys, or other third parties from which such documents may be obtained.

4. If any data request cannot be responded to in full, answer to the extent possible and specify the reasons for your inability to respond fully. If you object to any part of a data request, answer all parts of the data request to which you do not object, and as to each part to which you do object, separately set forth the specific basis for the objection.

5. These data request are continuing in nature and require supplemental responses should information unknown to you at the time you serve your responses to these data requests should become known or should your initial response be incorrect or untrue.

DATA REQUESTS

1. Please provide copies of all BellSouth documents which refer to the two above-captioned contracts.

2. Provide all information in the possession of BellSouth relating to offers made by local exchange carriers to provide service to the customers who are parties to the above-captioned contracts.

RESPONSE:

3. Please describe the "Key Customer Program," or any BellSouth program which may be called by that name or by a similar name (hereafter referred to as the "Key Customer" program"). Provide copies of all documents describing this program.

RESPONSE:

4. Please describe all other marketing programs (other than tariffed promotions) in effect during 1999 which allow a customer to obtain service at less than the tariffed rate. If so, please identify the applicable program or promotion.

RESPONSE:

5. Is either of the two, above-captioned contracts part of the Key Customer program or any other program or promotion described in Questions 3 and/or 4? If so, please identify the applicable program or promotion.

RESPONSE:

6. Are there any circumstances in which BellSouth may offer or provide service at a discounted rate without filing either a promotional tariff or a CSA? If so, please explain those circumstances and justify why the company does not file either a promotional contract or a CSA.

RESPONSE:


7. In BellSouth's response to data requests in docket 98-00559, BellSouth provided a copy of a Tennessee CSA, TN96-6465-01, in which the customer agreed to an exclusivity provision. Please explain the practical difference between a Volume and Term contract, such as the two, above-captioned contracts, and an exclusivity contract, such as CSA TN96-6465-01. Include in your response copies of all BellSouth documents discussing the use of a Volume and Term contract as compared to contracts with an exclusivity provision.

RESPONSE:

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

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